

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

-against-

STEPHEN WALSH, PAUL GREENWOOD,  
WESTRIDGE CAPITAL MANAGEMENT, INC.,  
WG TRADING INVESTORS, LP, WGIA, LLC,

Defendants,

WESTRIDGE CAPITAL MANAGEMENT  
ENHANCEMENT FUNDS INC., WG TRADING  
COMPANY LP, WGI LLC, K&L INVESTMENTS,  
AND JANET WALSH,

Relief Defendants.

Civil Action No.: 09-CV-1749 (GBD)

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

-against-

WG TRADING INVESTORS, L.P., WG TRADING  
COMPANY LIMITED PARTNERSHIP,  
WESTRIDGE CAPITAL MANAGEMENT, INC.,  
PAUL GREENWOOD, and STEPHEN WALSH

Defendants,

ROBIN GREENWOOD and JANET WALSH

Relief Defendants.

Civil Action No.: 09-CV-1750 (GBD)

NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT

AND RELEASE BETWEEN RECEIVER AND NEBRASKA INVESTMENT COUNCIL AND

FOR RELATED ORDERS

TO THE PARTIES TO THIS ACTION, AND TO ALL CREDITORS AND OTHER INTERESTED PARTIES TO THE RECEIVERSHIP PROCEEDING:

COMES NOW Robb Evans & Associates LLC, as Receiver over WG Trading Investors, L.P., WG Trading Company, Limited Partnership, and other entities (the "Receiver"), and hereby moves the Court for an order approving the Settlement Agreement and Release dated as of August 15, 2014 (the "Settlement Agreement") by and between the Receiver and Nebraska Investment Council ("NIC"), a copy of which is attached as Exhibit 1 to the declaration of Brick Kane filed in support of this motion, and seeks an order for the following relief:

1. That the Court determine the notice provided by service of this motion on the interested parties to the receivership proceeding is adequate and sufficient, and that no further notice is necessary before the Court enters an Order granting the requested relief;
2. That the Court authorize the Receiver to enter into the Settlement Agreement attached as Exhibit 1 to the declaration of Brick Kane;
3. That the Court authorize the Receiver to execute, acknowledge and deliver any and all agreements, documents and instruments necessary or convenient, and to take all steps necessary or convenient to complete, implement, effectuate, consummate and perform the provisions of the Settlement Agreement; and
4. That the Court order, pursuant to paragraph 2 of the Settlement Agreement, that the Winning Investors and Losing Investors of this receivership estate, as those terms are defined in Recitals F and H, respectively, of the Settlement Agreement, shall be barred from asserting all claims, if any, they may have against NIC for contribution, indemnification or damages arising out of or pertaining to the claims settled by the Receiver pursuant to the Settlement Agreement.

The Receiver submits that good cause exists for the approval of the Settlement Agreement and entry of an order granting the relief set forth above in that the Settlement Agreement provides for a prompt payment of \$800,000 for the benefit of the receivership estate, the agreement is fair and reasonable, and the agreement provides a substantial benefit to the estate by resolving the Receiver's claims against NIC without the expense, delays, and risks

inherent in litigation of those claims, all as more fully set forth in the accompanying Memorandum of Points and Authorities, the accompanying Declaration of Brick Kane, and other pleadings and evidence presented in support of the Motion.

This Motion is made and based on this Notice of Motion and Motion, the Memorandum of Points and Authorities and Declaration of Brick Kane filed concurrently herewith, the Receiver's Reports of Activities, including the Report of Temporary Receiver's Activities February 25, 2009 Through May 22, 2009 (the "Receiver's First Report") (Docket No. 102 in the above-captioned SEC Action and Docket No. 110 in the above-captioned CFTC Action), the Report of Receiver's Activities for the Period From May 25, 2009 Through May 28, 2010 (the "Receiver's Second Report") (Docket No. 303 in the SEC Action and Docket No. 329 in the CFTC Action), and such other pleadings, records and files of the Court of which the Receiver may request the Court take judicial notice in connection with the Motion, and on such further evidence and arguments of counsel as may hereafter be presented in support of the Motion.

PLEASE TAKE FURTHER NOTICE that pursuant to Local Civil Rule 6.1(b) of the Local Rules of the United States District Courts for the Eastern and Southern Districts of New York, the deadline for any party or other interested party to the receivership estate to file a response, opposition or objection to this Motion is 14 days after service of this Motion.

WHEREFORE, the Receiver respectfully requests that the Court approve the Settlement Agreement and grant the relief as requested herein.

Dated: August 21, 2014

McKENNA LONG & ALDRIDGE LLP

By:           /s/ Gary Owen Caris          

Gary Owen Caris, Esq.

Lesley Anne Hawes, Esq.

Admitted Pro Hac Vice in the United States District  
Court-Southern District of New York

MCKENNA LONG & ALDRIDGE LLP

300 South Grand Avenue, 14<sup>th</sup> Floor

Los Angeles, California 90071-3124

Telephone: (213) 688-1000

Facsimile: (213) 243-6330

E-mail: gcaris@mckennalong.com

E-mail: lhawes@mckennalong.com

Counsel for Receiver

Robb Evans & Associates LLC

-and-

Christopher F. Graham, Esq.

MCKENNA LONG & ALDRIDGE LLP

230 Park Avenue, Suite 1700

New York, NY 10169

Telephone: (212) 922-1800

Facsimile: (212) 922-1819

E-mail: cgraham@mckennalong.com

Co-Counsel for Receiver

Robb Evans & Associates LLC

-and-

Craig A. Welin, Esq.  
Admitted Pro Hac Vice in the United States District  
Court-Southern District of New York  
FRANDZEL ROBINS BLOOM & CSATO, L.C.  
6500 Wilshire Boulevard, 17th Floor  
Los Angeles, California 90048-4920  
Telephone: (323) 852-1000  
Facsimile: (323) 651-2577  
E-mail: cwelin@frandzel.com  
Co-Counsel for Receiver  
Robb Evans & Associates LLC